

**AMENDMENT NO. 1
TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF CHENEY AND THE
CITY OF MEDICAL LAKE
FOR THE PROVISION OF MUNICIPAL COURT SERVICES AND FACILITIES**

This Amendment No. 1 to Interlocal Agreement Between the City of Cheney and the City of Medical Lake for the Provision of Municipal Court Services and Facilities ("Amendment No. 1") is made and entered into this 19th day of April, 2022 by and between the City of Cheney, a Washington non-charter code city ("Cheney"), and the City of Medical Lake, a Washington non-charter code city ("Medical Lake") with Cheney and Medical Lake jointly referred to as the "Parties".

WHEREAS, the Parties entered into that certain Interlocal Agreement Between the City of Cheney and the City of Medical Lake for the Provision of Municipal Court Services and Facilities as of December 15, 2021, for the purpose of the City of Medical Lake obtaining municipal court services and the use of facilities from Cheney to adjudicate criminal charges, civil matters and infractions in conformance with Medical Lake Ordinances, state law, court rules, and other governmental authorities; and

WHEREAS, Terri Cooper, the Court Administrator for Cheney Municipal Court, has recently been elected as Mayor of the City of Medical Lake; and

WHEREAS, in order to avoid any appearance of a conflict of interest, and to accurately document the roles of Cheney Municipal Court staff, the Parties desire to modify the Agreement as provided in this Amendment No. 1 to clarify that the Cheney Municipal Court Clerk is the individual responsible for the administration of the Agreement and for services provided to the City of Medical Lake by the Cheney Municipal Court as set forth in the Agreement; and

WHEREAS, the Parties desire to amend the Notices section of the Agreement as set forth herein to remove particular names of the Mayors and City Administrators to ensure the contact information will not become outdated.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

Section 1. Amendment to Section 2 of Agreement. Section 2 of the Agreement is hereby amended as follows:

2. Administration. The City of Cheney Municipal Court Judge and its Court Clerk shall be responsible for the administration of this Agreement. Medical Lake designates its City Administrator to be responsible for coordinating and monitoring the performance under this Agreement. The Parties further acknowledge and shall take all action, as necessary, to operate and deliver municipal services pursuant to RCW Chapter 3.50.

Section 2. Amendment to Section 3 of Agreement. Section 3 of the Agreement, specifically subsection 3(b), is hereby amended as follows. The remaining text of Section 3 shall remain unchanged.

3. Duties of Cheney. Cheney shall perform the following duties on behalf of Medical Lake:

(b) Provide the Municipal Court Judge, Pro-Tern Judge(s), Court Clerk and support staff.

Section 3. Amendment to Section 4 of Agreement. Section 4 of the Agreement, specifically subsection 4(e), is hereby amended as follows. The remaining text of Section 4 shall remain unchanged.

4. Duties of Medical Lake. Medical Lake shall perform the following duties:

(e) Municipal Judge, Pro Tem(s), Court Commissioner(s). The Mayor of Medical Lake (with City Council confirmation) will appoint the Cheney Municipal Judge as the Medical Lake Presiding Municipal Judge. The Cheney Municipal Judge may appoint Judge Pro Tem(s) and Commissioner(s) as needed.

Section 4. Amendment to Section 5 of Agreement. Section 5 of the Agreement is hereby amended as follows. The remaining text of Section 4 shall remain unchanged.

5. Medical Lake Municipal Court. The Medical Lake Municipal Court is established pursuant to RCW 3.50.805 and RCW 39.34.180. Medical Lake hereby designates the Cheney Municipal Court to operate as the municipal court for Medical Lake. A case filed by Medical Lake in Cheney Municipal Court will be identified as a Medical Lake case.

(a) Municipal Judge. It is understood the appointed Municipal Court Judge shall be qualified in accordance with state law, including being admitted to practice law under the laws of the State of Washington.

(b) Court Clerk. Medical Lake hereby accepts the Cheney Court Clerk and all court employees as the persons who will manage and operate the Cheney Municipal Court and Medical Lake Municipal Court.

(c) Salary. Compensation for the Municipal Court Judge is established by Interlocal Agreement with Spokane County. Compensation for the Court Clerk and court employees shall be established by the City of Cheney.

Section 5. Amendment to Section 14 of Agreement. Section 14 of the Agreement is hereby amended as follows:

14. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Cheney: City Administrator
 609 2nd St
 Cheney, WA 99004

With a copy to: Mayor
 609 2nd Street
 Cheney, WA 99004

To Medical Lake: City Administrator
 P.O. Box 369
 Medical Lake, WA 99022

With a copy to: Mayor
 P.O. Box 369
 Medical Lake, WA 99022

Section 6. Other Terms and Conditions Unchanged. Apart from the modifications and amendments set forth above, the Agreement shall remain unchanged and in full force and effect. In the event of any conflict between the terms of the Agreement and this Amendment No. 1, the terms of this Amendment No. 1 shall control.

Section 7. Capitalized Terms. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Agreement.

Section 8. Counterparts. This Amendment No. 1 may be executed in any number of counterparts, each of which, when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures the day and year first written above.

CITY OF CHENEY
a Washington Municipal Corporation

CITY OF MEDICAL LAKE
a Washington Municipal Corporation

CHRIS GROVER, Mayor



DON KENNEDY, Mayor Pro Tempore

ATTEST:

ATTEST:

CINDY NIEMEIER, City Clerk



City Clerk, Koss Ronholt

APPROVED AS TO FORM:

APPROVED AS TO FORM:


